



DAVIES
GROUP

Terms and Conditions

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1. Scope

1.1 Contracting Parties

The General Terms and Conditions (GTC) regulate the legal relationship between Davies Group B.V., Kennedyplein 200, 5611 ZT Eindhoven, Netherlands (hereinafter referred to as "supplier" or "seller") and the customer (hereinafter referred to as "customer" or "buyer")) Provider and Customer are collectively referred to as the "Parties".

1.2 Scope

The terms and conditions apply to all contracts, offers, deliveries and services of the provider, unless otherwise expressly agreed in writing. They apply to all business relationships between the provider and the customer, regardless of whether they are contracts for the delivery of goods, services or other services.

1.3 Agreement to Terms and Conditions

By placing an order, accepting an offer, using the services or other business activities, the customer declares his express consent to these General Terms and Conditions. Deviating conditions of the customer only apply if they have been expressly confirmed in writing by the provider.

The General Terms and Conditions can be changed unilaterally by the provider at any time. Changes will be communicated to the customer in good time and will be deemed accepted unless the customer objects in writing within a reasonable period of time after receipt of the notification.

It is pointed out that individual agreements between the provider and the customer have priority over the general terms and conditions and can only supplement or change them if they have been agreed in writing.

2. Conclusion of contract

The conclusion of the contract forms the legally binding act between the contracting parties and establishes the basis for cooperation. In this section, the essential points for the conclusion of the contract are explained.

2.1 Offer and Acceptance

The offer represents the binding offer of a contracting party, in which the services and conditions of the contract proposal are specified. The offer can be made in writing, verbally or electronically, depending on the agreed means of communication. Acceptance of the contract is the unequivocal consent of the other contracting party to the offered conditions. It can take the form of an express declaration, implied behavior or silence, provided this is customary in business practice.

2.2 Duration of Agreement

The contract duration defines the period for which the contract applies. It is determined whether the contract has a fixed term or is automatically extended if it is not terminated in good time. If necessary, regulations for the early termination of the contract and possible notice periods are also stipulated.

2.3 Termination of Contract

This section explains the conditions and modalities for terminating the contract. This includes both ordinary termination by one of the contracting parties and extraordinary termination for certain serious reasons. In addition, regulations on contract termination in the event of non-performance or violation of essential contractual obligations can be included.

The conclusion of the contract is an important step that forms the basis for cooperation between the contracting parties. It is advisable to record all relevant information for the conclusion of the contract in a clear and understandable way in order to avoid possible misunderstandings or disputes.

3. Services

3.1 Description of Services

Our services are individually tailored to the needs and requirements of our customers. A precise description of the services will be provided in a separate meeting or communication, in which all details will be discussed in detail. The specific services are recorded in an order based on this.

3.2 Time of Delivery or Performance

The time of delivery or provision of the services will be agreed in detail with the customer in advance. Factors such as the scope of the services, any special requests and the current occupancy are taken into account. It is our aim to determine and adhere to the time of delivery or provision as precisely as possible. However, unforeseen circumstances may arise which could lead to delays. In such cases, we will inform the customer immediately and look for solutions together.

4. Prices and terms of payment

The services we offer are always individual and are discussed as part of an individual consultation and order clarification. A binding contract with all relevant information is only concluded after the order has been completed. Therefore, the prices for our services are always set and agreed individually.

Payment is usually made by bank transfer. The corresponding bank details will be communicated to you on the invoice and/or separately. However, we reserve the right to

accept alternative payment methods after consultation. In such cases, the payment modalities are determined individually and agreed in writing.

In the event of a delay in payment, the following regulations apply:

- If payment is not received within the agreed payment period, the customer is automatically in default.
- In the event of default of payment, the customer is obliged to pay interest on arrears in the amount of 1,5 percent above the respective base interest rate.
- In addition, we reserve the right to charge the customer reminder fees of €5 per reminder level.

We value punctual payment and therefore ask you to comply with the agreed payment deadlines. However, if there are delays or payment difficulties, we ask that you contact us as early as possible so that we can find a solution together.

5. Retention of Title

The retention of title regulates that the goods delivered or services rendered remain the property of the seller/service provider until the agreed price has been paid in full. This means that the buyer/service recipient only acquires ownership of the goods/services received after the payment obligation has been settled in full.

Due to the retention of title, the seller/service provider retains the right to reclaim the goods/service if the buyer/service recipient fails to meet his payment obligations. The buyer/service recipient is obliged to treat the goods/service carefully and to protect them from damage, loss or theft as long as the retention of title exists.

The retention of title serves to protect the interests of the seller/service provider and to ensure that the payment owed is made before title is transferred. It constitutes a contractual agreement and is valid if it has been legally incorporated into the contract.

6. Warranty and Liability

6.1 Notification of Defects

The customer is obliged to notify us in writing of any defects or complaints regarding our services without delay, but at the latest within a reasonable period of 30 days. Otherwise, our services are deemed to have been provided in accordance with the contract.

6.2 Warranty Period

For our services we grant a warranty period of 30 days from the time of delivery or provision. Within this period, we will, at our own discretion, remedy defects and defects free of charge or provide the service again. Further customer claims are excluded unless they are based on intent or gross negligence on our part.

6.3 Disclaimer

We are only liable for damages that are based on intentional or grossly negligent behavior on our part. Liability for slight negligence is excluded, unless it is a matter of damage to life, limb or health. Furthermore, we are not liable for damage caused by third parties or force majeure.

We would like to point out that we largely remove ourselves from liability for indirect damage, consequential damage, lost profits or other financial losses that were not directly caused by our services.

7. Privacy

The protection of your personal data has the highest priority for us. In this privacy policy we inform you about how we collect, use, store and protect your data.

7.1 Collection and Use of Personal Information

We only collect personal data from you if this is necessary for the performance of our contractual obligations or for the provision of our services. We always observe the applicable data protection laws and regulations. The data collected will only be used for the stated purposes and will not be passed on to third parties without your express consent, unless this is required by law or necessary to fulfill the contract.

7.2 Data Security

We take appropriate technical and organizational measures to protect your data from unauthorized access, loss, misuse or manipulation. In doing so, we take into account the current state of the art, the costs of implementation and the type, scope, circumstances and purposes of the processing as well as the different probability of occurrence and severity of the risk for your rights and freedoms.

7.3 Disclosure of Personal Information

If we pass on your data to third parties as part of the fulfillment of the contract, we ensure that these third parties also comply with the necessary data protection standards and have taken appropriate security measures. We only pass on your data if this is necessary to fulfill our contractual obligations or if we are legally obliged to do so.

Please note that the transmission of data via the Internet is always associated with certain risks and absolute security cannot be guaranteed. Therefore, you should not transmit any sensitive or confidential information through non-secure communication channels.

We only use your data for as long as is necessary to fulfill the agreed purposes or as required by law. After the relevant retention periods have expired, your data will be deleted or made anonymous.

We encourage you to read the full Privacy Policy for detailed information about our data processing practices and to understand your privacy rights.

7.4. Disclosure for Marketing Purposes

If you give us your express consent, we can use your personal data for marketing purposes and, if necessary, pass it on to selected third parties. This may include, for example, sending you information about our products, special offers or events.

We respect your privacy and your choice. Therefore, we will only use and pass on your personal data for marketing purposes if you have expressly consented to this. You have the right to withdraw your consent and object to the use of your data for marketing purposes at any time.

Please note that the revocation of consent has no effect on data processing that has already taken place up to the time of revocation. We will delete or no longer use your data for any future marketing activities immediately after receipt of the revocation.

It is important that you are aware that the disclosure of data to third parties for marketing purposes may also take place outside of the country in which you are located. If we do, we will take reasonable steps to ensure that your information continues to be protected in accordance with this Privacy Policy.

We attach great importance to being transparent with your data and only acting in accordance with the applicable data protection laws and regulations. If you would like more information about our marketing practices and how we share your information, please read our full privacy policy or contact us.

8. Intellectual Property

8.1 Copyrights

All copyrights to the content created by us, such as text, images, graphics, logos and software, remain with us or our licensors. The content may not be copied, reproduced, published, passed on or used in any other way without our express written consent. Any unauthorized use of our copyrighted content may result in legal action.

8.2 Trademark Rights

The trademarks, logos and marks used on our website or in our documents are the property of their respective owners. They may not be used or reproduced without the prior written consent of their respective owners.

8.3 Use of Content

Unless expressly agreed otherwise, we grant you a non-exclusive, non-transferable and revocable license to use the content we provide. This license is limited exclusively to the agreed purpose and may not be transferred to third parties. The duplication, distribution, public access or other use of our content is only permitted with our prior written consent.

Please note that any infringement of our copyright or trademark rights may result in legal consequences. We reserve the right to take appropriate legal action and claim damages for violations of our intellectual property.

If you have any questions about using our content or obtaining permissions, please contact us.

9. Contract Modifications and Transfer

9.1 Contract Changes

We may make changes to these General Terms and Conditions if they are necessary to adapt to legal or economic changes or to improve the existing contract with you. We will notify you of any such changes in a timely manner by providing you with the revised Terms in an appropriate form. You have the right to object to the amended terms. In this case we reserve the right to end the contract.

9.2 Transfer of Contract

The transfer of this contract to third parties requires our written consent. However, we can transfer the contract to a company affiliated with us without your consent. In the event of a transfer, we will inform you in good time about the changes and your rights in connection with the transfer.

10. Termination

10.1 Each contracting party has the right to terminate the contract subject to a reasonable period of notice.

10.2 Notice of termination must be in writing unless another form is expressly agreed.

10.3 In the event of an extraordinary termination for good cause, the notice period may be shortened or omitted entirely. An important reason exists if a contracting party seriously violates its essential obligations under the contract or if it is unreasonable to continue the contractual relationship.

10.4 In the event of termination, the claims arising up to the effective date of the termination remain unaffected.

10.5 In the event of termination, all outstanding payment obligations must be paid by the termination date of the contract.

10.6 After termination of the contractual relationship, both parties are obliged to immediately return or destroy all confidential information and property rights of the other.

11. Final Provisions

The final provisions regulate important aspects of the contract that are relevant after the main performance obligations have been fulfilled and the contractual relationship has ended.

11.1 Severability Clause

Should a provision of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Instead of the ineffective provision, an effective provision is deemed to have been agreed which comes closest to the economic purpose of the ineffective provision.

11.2 Jurisdiction and Applicable Law

For all disputes arising from or in connection with these General Terms and Conditions, the company's registered office is agreed as the exclusive place of jurisdiction. The applicable law results from the legal provisions of the respective country in which the company is based.

11.3 Written Form Clause

Changes, additions or ancillary agreements to these GTC must be in writing. Verbal agreements are not valid. This also applies to the cancellation or amendment of this written form clause itself.